

Pacific Biosciences®
2020 Japan Single Molecule, Real-Time (SMRT®) Grant Programs
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

ELIGIBILITY

Participation in a Pacific Biosciences 2020 local SMRT Grant Program is open to researchers based at the organization(s) and/or location(s) listed for that Grant Program on Pacific Biosciences' website at <https://www.pacb.com/localsmrtgrant/> (excluding vendors) meeting these eligibility requirements. Entrants must be professionally engaged in laboratory-based scientific research and have attained at least the age of majority in their jurisdiction of residence (entrants must, in any event, be at least 18 years of age). Employees, officers, directors, agents, representatives and independent contractors of a Sponsor, its subsidiaries or affiliated companies, together with their immediate family members and members of the same households (whether related or not) are not eligible to participate. Also ineligible are (1) residents of Cuba, Iran, North Korea, Sudan, Syria or any country subject to U.S. embargo; (2) any persons (including businesses, research institutions, government and private organizations, individuals, and other types of legal persons) on the U.S. government's Denied Persons List, Specially Designated Nationals list, Entity List, Unverified List or any other similar list maintained by the U.S. government or any other government to whose laws a Sponsor, its subsidiaries or affiliated entities, the Grant Program or such person is subject, and all individuals employed thereby or otherwise associated therewith; and (3) any persons for whom it would be illegal to participate in or win the Grant Program, or with or to whom it would be illegal for a Sponsor to interact or award the prize as contemplated herein. Each Grant Program is subject to all applicable laws and regulations, and is void where prohibited or where registration, bonding or language translation is required.

HOW TO ENTER

Each Grant Program will begin when posted on Pacific Biosciences' website at <https://www.pacb.com/localsmrtgrant/> and end on the due date and time – 20 July 2020 to 31 August 2020 (Japan Standard Time) – listed for such Grant Program on such web page; entries must be submitted prior to that date and time to be eligible. To enter, participants must select "Apply now" and digitally complete and submit a short grant proposal via the functionality provided by such web page. The proposal must include: (1) the participant's first and last name, email address and any other contact information required by the Sponsor(s); (2) the name of the participant's organization; (3) the participant's research focus; (4) a descriptive title for the proposed project; and (5) a sequencing project proposal (written in 300 words or less) designed for up to two (2) library preparation and up to four (4) Sequel® SMRT® Cells 8M, intended to demonstrate the power of PacBio® long-reads to fuel discovery in research. Applications become the property of the Sponsor(s). The Sponsor(s) make(s) no guarantee or warranty with respect to the security or confidentiality of applications or the application process. By entering, the participant

gives permission to the Sponsor(s) to contact the participant regarding the products and services of the Sponsor(s), whether or not the participant is chosen as the winner.

SELECTION OF WINNER AND NOTIFICATION

One (1) winner for each Grant Program will be selected from all qualified applications by panel comprising individuals performing local sequencing and PacBio-appointed persons (in Sales or FAS roles), who will choose the grant application that best makes use of four (4) Sequel SMRT Cells 8M and two (2) library preparation to demonstrate the power of PacBio SMRT Sequencing in local research. The decision of this panel will be final and binding. The selected winner for a Grant Program will be attempted to be notified by email within approximately five (5) business days after selection. If the selected winner of a Grant Program has not responded to email inquiries within three (3) days, the prize for that Grant Program may be forfeited and an alternate winner may be selected, based on the criteria set forth above, at the discretion of the Sponsor(s). The odds of winning depend on the number of eligible entries received.

PRIZE DESCRIPTION & CONSUMER DISCLOSURE

There will be a total of one (1) prize awarded per Grant Program, consisting of:

- Up to two (2) library construction, including SMRTbell® library construction, annealing and binding, size appropriate to project, and
- One (1) sequencing run using up to four (4) SMRT Cells 8M (including sequencing reagents).

Basic bioinformatics support may also be included, at the discretion of the Sponsor(s). The approximate total value of each prize is US\$5,000 unless otherwise indicated on Pacific Biosciences' website at <https://www.pacb.com/localsmrtgrant/>.

RESTRICTIONS APPLY

High quality, double-stranded DNA in an amount and concentration sufficient for PacBio SMRT Sequencing must be provided (in accordance with the instructions to be provided to the winner of the applicable Grant Program) for library construction and sequencing by a date decided by the Sponsor(s). The prizes may not be transferred or assigned; no substitutions or cash equivalents are allowed. The winner of a Grant Program may be required to execute and return an affidavit of eligibility/release of liability/publicity release (where legal) within twenty-one (21) days of notification attempt. If the winner a Grant Program fails to return the affidavit/release by the deadline, the prize for that Grant Program will be forfeit and an alternate winner may be selected/determined, based on the criteria set forth above, at the discretion of the Sponsor(s). The participant understands and agrees that no ideas, information or materials that are submitted to or otherwise provided to the Sponsor(s) in connection with a Grant Program will be returned, and that the Sponsor(s) make(s) no guarantee or warranty with respect to the security or confidentiality thereof. All taxes on a prize and reporting thereof, and any other costs, fees and expenses relating to the prize or the applicable Grant Program, are the sole responsibility of the winner of that Grant Program and/or the winner's organization. By submitting an application or accepting a prize, the participant agrees on behalf of the participant and the participant's organization: (1) to be bound by these

official rules; (2) that the Sponsor(s) shall retain full authority, in its/their sole discretion, to interpret and administer these rules; (3) that any dispute with regard to the conduct of the Grant Program, rule interpretation or award of the prize, shall be resolved by the Sponsor(s), whose decision shall be binding and final; and (4) to be bound by all decisions and interpretations made in good faith by the Sponsor(s). Furthermore, the participant represents and warrants that: (1) the participant meets the eligibility requirements of the applicable Grant Program; (2) the participant has obtained all required authorizations and permissions from the participant's organization; (3) entering into the Grant Program does not and will not violate any law or regulation, or any of the participant's organization's rules or policies; and (4) the information contained in the application is true and correct in all material respects and is owned or rightfully possessed by the participant without restriction on disclosure. The Sponsor(s) may refuse to award the prize if the Sponsor(s) determine(s) in its/their sole discretion that doing so would likely result in a violation of an applicable law, rule, or policy.

USE OF WINNER'S NAME AND PROJECT RESULTS

The participant acknowledges and agrees that, if the participant is selected/determined as a winner, the participant's name, biographical information, likeness, the name of the participant's organization and the project title and/or results may, without further compensation, be published on one or more Sponsor website(s) and, at the discretion of the Sponsor(s), through social media. By accepting a prize, each winner grants to the Sponsor(s), on behalf of the winner and the winner's organization, the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed (including, but not limited to, social media, the Internet and the world wide web), the winning participant's name, biographical information, (if provided by the participant) image, likeness, the name of the winning participant's organization and the project title and/or results.

INDEMNITY, DISCLAIMER & LIMITATION OF LIABILITY

By participating in a Grant Program, the participant agrees on behalf of the participant and the participant's organization to release, discharge, indemnify and hold harmless the Sponsor(s) and its/their respective affiliates, subsidiaries, officers, directors, employees, agents and representatives from all liability for any injury, loss or damage, including death or property damage, due in whole or part, directly or indirectly, to the participation in the Grant Program or the acceptance, possession, use or misuse of a prize. The Sponsor(s) has/have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to any prize's quality or fitness for a particular purpose. THE SPONSOR(S) IS/ARE NOT RESPONSIBLE FOR LOST, LATE, STOLEN, INCOMPLETE, ILLEGIBLE, INACCURATE, UNDELIVERED, DELAYED OR MISDIRECTED ENTRIES, OR FOR ANY COMPUTER, THE INTERNET, EMAIL, TELEPHONE OR TECHNICAL MALFUNCTIONS OR DELAYS, OR FOR ANY HUMAN ERRORS THAT OCCUR IN THE PROCESSING, TRANSMISSION OR RECEIPT OF ENTRIES, OR FOR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, OR IF THE GRANT PROGRAM IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING,

UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR OTHER CAUSES BEYOND THE CONTROL OF THE SPONSOR(S). IN NO EVENT SHALL THE SPONSOR(S) OR ITS/THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN A GRANT PROGRAM OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY OF THEM ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. THE TOTAL AND CUMULATIVE LIABILITY OF THE SPONSOR(S) ARISING OUT OF OR IN CONNECTION WITH THE GRANT PROGRAM SHALL IN NO EVENT EXCEED THE TOTAL VALUE OF THE APPLICABLE PRIZE.

MISCELLANEOUS

The Sponsor(s) reserve the right to suspend, modify, cancel or terminate any Grant Program without advance notice, including, without limitation, in the event of any act, occurrence or reason that it believes would compromise the legality, integrity, administration or fairness of the Grant Program. If one or more provisions of these official rules are held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and enforceable. These official rules are governed by and shall be construed by the laws of the State of California, USA, without application of its choice of law principles. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. Any dispute that may arise hereunder shall be brought solely in the appropriate state or federal courts sitting in Santa Clara County, California, USA and participant consents to the personal jurisdiction and venue thereof. The failure of the Sponsor(s) to comply with any provision of these official rules due to civil unrest, threat of or actual acts of terrorism or war, embargoes, governmental actions, acts of God, earthquakes, floods, storms, fires, supplier delay, accidents, explosions, epidemics, quarantine restrictions, or other such contingencies beyond the control of the Sponsor(s), shall not be considered a breach of these rules.

SPONSORS:

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